

Additional LOAN from John R. Kaiser to Philip A. Kenner
Dated: February 5, 2008

Already settled in a 2006 agreement that allowed Kaiser to become the Hawaii managing member -- which he did...

In consideration for the additional loan due to Kaiser (in BOLD BELOW) and guarantees from Kenner:

No receipts (again)

- \$1m investment to Ka'u Holding Company, and
- \$360,000 loan to GuideDog, LLC
- **\$455,000 for the Cactus Road Scottsdale renovation**

RE: Baja Ventures 2006, LLC, a Delaware LLC

John R. Kaiser will acquire 90% of the member interest in Baja Ventures 2006, LLC immediately. Kaiser acknowledges there are debts and other obligations to Baja Ventures 2006, LLC for the company currently and his security will subordinate behind the initial \$2.5mm investment (its capital account as of March 2006).

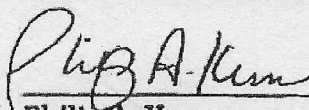
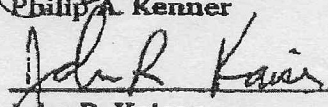
Immediately again after the identical "fake" 2006 agreement?

In the event that Kenner can repay Kaiser full consideration for the outstanding loans and guarantees by December 2009, Kenner has the rights to reacquire the 90% interest in Baja Ventures 2006, LLC.

One month before the actual agreement date??

RE: GuideDog, LLC, a Delaware LLC

If the unpaid loans due to Kaiser and guarantees from Kenner are not satisfied in full by January 1, 2008, Kaiser will acquire GuideDog, LLC as additional collateral for the unpaid guarantees and loans. If the unpaid loans due to Kaiser and guarantees from Kenner are not satisfied in full by January 1, 2010, Kaiser will acquire all equity and rights to GuideDog, LLC, a Delaware LLC as its sole Managing Member. Kenner will assist in the transfer of Managing Member status without hesitation on or about January 1, 2010. Kenner confirms that there are no other future pledge agreements of GuideDog, LLC at the time of this agreement.


Philip A. Kenner

John R. Kaiser

2/5/2008
Date

Feb 2008
Date

Kenner's name forged or photocopied onto the document

DCSL00002